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CLERK US DISTRICT COURT  
DISTRICT OF NEVADA

BY L DEPUTY

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8

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 CV-S-03-1195-HDM-RJJ  
12

13 ALEX ALCANTAR, DAVEY  
CAMARGO, BENJAMIN LEYVA,  
14 ENRIQUE MUNOZ, ROGER PINNEY,  
WALTER RAMIREZ, JESUS  
15 RODRIGUEZ, RAYMOND SANTOS,  
BENJAMIN SILVA

16 Plaintiffs,

17 v.

18 HARRAH'S LAUGHLIN, INC., a  
Nevada Corporation; HARRAH'S  
19 OPERATING COMPANY, a Delaware  
Corporation, HARRAH'S  
20 ENTERTAINMENT, INC., a Delaware  
Corporation; DOES 1 through 100; and  
21 DOE CORPORATIONS Alpha through  
22 Omega, inclusive,

23 Defendants.

COMPLAINT  
(JURY TRIAL DEMANDED)

24 PLAINTIFFS THROUGH COUNSEL, COMPLAIN AND ALLEGE AS FOLLOWS:  
25

26 THE PARTIES

27 1. Plaintiff ALEX ALCANTAR ("Alcantar") is, and at all times herein mentioned was,  
28

1 a resident of the County of Los Angeles, California.

2 2. Plaintiff DAVEY CAMARGO ("Camargo") is, and at all times herein mentioned  
3 was, a resident of the County of Los Angeles, California.

4 3. Plaintiff BENJAMIN LEYVA ("Leyva") is, and at all times herein mentioned was, a  
5 resident of the County of Los Angeles, California.

6 4. Plaintiff ENRIQUE MUNOZ ("Munoz") is, and at all times herein mentioned was, a  
7 resident of the County of Los Angeles, California.

8 5. Plaintiff ROGER PINNEY ("Pinney") is, and at all times herein mentioned was, a  
9 resident of the County of Los Angeles, California.

10 6. Plaintiff WALTER RAMIREZ ("Ramirez") is, and at all times herein mentioned was,  
11 a resident of the County of Los Angeles, California.

12 7. Plaintiff JESUS RODRIGUEZ ("Rodriguez") is, and at all times herein mentioned  
13 was, a resident of the County of Los Angeles, California.

14 8. Plaintiff RAYMOND SANTOS ("Santos") is, and at all times herein mentioned was,  
15 a resident of the County of Los Angeles, California.

16 9. Plaintiff BENJAMIN SILVA ("Silva") is, and at all times herein mentioned was, a  
17 resident of the County of Los Angeles, California.

18 10. Defendant HARRAH'S LAUGHLIN, INC., hereinafter referred to as "HLI," is, and at  
19 all times herein mentioned was, a Nevada Corporation with its principal place of business in the  
20 State of Nevada, in Clark County.

21 11. Defendant HARRAH'S ENTERTAINMENT, INC., hereinafter referred to as "HEI,"  
22 is, and at all times herein mentioned was, a Delaware corporation with its principal place of business  
23 in the State of Nevada, in Clark County.

24 12. Defendant HARRAH'S OPERATING COMPANY, hereinafter referred to as "HOC,"  
25 is, and at all times herein mentioned was, is, and at all times herein mentioned was, a Delaware  
26 corporation with its principal place of business in the State of Nevada, in Clark County.

27 **JURISDICTION AND VENUE**

28 13. This Court has jurisdiction under 28 U.S.C. § 1332.

1           14.     Venue is proper under 28 U.S.C. § 1391 in that defendants reside and do business in  
2 the Southern District of Nevada and the action arises in the Southern District of Nevada.

3           15.     Plaintiffs demand a trial by jury.

4                               **COMMON ALLEGATIONS**

5           16.     Collectively, HLI, HEI and HOC shall hereinafter be referred to as "HARRAH'S."  
6 As Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein,  
7 HLI, HEI, HOC, DOES 1 through 100 as well as Doe Corporations Alpha through Omega, inclusive,  
8 were each other's agent, servant, employee, alter ego, parent or subsidiary corporation and/or  
9 associate of the other, and was at all times acting within the course and scope of such relationship.

10          17.     Plaintiffs are informed and believe, and based thereon allege, that at all times  
11 mentioned herein, HARRAH'S LAUGHLIN, INC. was a mere shell, instrumentality and conduit  
12 through which HARRAH'S ENTERTAINMENT, INC., DOES 1 through 100, and/or Doe  
13 Corporations Alpha through Omega, and each of them, carried on their business activities. Plaintiffs  
14 are informed and believes, and based thereon allege that Defendants, and each of them, have  
15 exercised and continue to exercise complete control and dominance over the business of  
16 HARRAH'S LAUGHLIN, INC. and/or the Harrah's Laughlin Hotel and Casino to such an extent  
17 that any individuality or separateness of them does not, and at all times here mentioned did not, exist.

18          18.     Plaintiffs are informed and believe, and based thereon allege, that adherence to the  
19 fiction of the separate existence of HARRAH'S ENTERTAINMENT, INC. as an entity distinct from  
20 HARRAH'S LAUGHLIN, INC., DOES 1 through 100 and Doe Corporations Alpha through Omega,  
21 inclusive, would permit an abuse of the corporate privilege and would promote injustice in that,  
22 among other reasons, HARRAH'S ENTERTAINMENT, INC., DOES 1 through 100 and Doe  
23 Corporations Alpha through Omega, and each of them, used and still use HARRAH'S LAUGHLIN,  
24 INC. as a device only to avoid individual liability.

25          19.     Plaintiffs are ignorant of the true names of defendants sued herein as DOES 1 through  
26 100, inclusive, and, therefore, sue these defendants by such fictitious names. Plaintiffs will amend  
27 this complaint to insert their true names when ascertained. Plaintiffs are informed and believe and  
28 thereon allege that each of these fictitiously named defendants is, and at all times herein mentioned

1 was, in the business of providing security for hotel-casinos, in the business of managing hotel-  
2 casinos, in the business of law enforcement and protection, or an individual, group, society,  
3 organization or entity which sought out and targeted members of the Mongols Motorcycle Club  
4 (hereinafter "the MMC"). Plaintiffs are informed and believe, and based thereon allege, that each  
5 such defendant participated in and/or contributed to the acts complained of herein or otherwise is  
6 liable therefor, and that Plaintiffs' damages as alleged herein were directly and proximately caused  
7 by the acts of each such defendants.

8 20. Plaintiffs are ignorant of the true names of corporate defendants sued herein as  
9 CORPORATE DOES Alpha through Omega, inclusive, and, therefore, sue these defendants by such  
10 fictitious names. Plaintiffs will amend this complaint to insert their true names when ascertained.  
11 Plaintiffs are informed and believe and thereon allege that each of these fictitiously named  
12 defendants is, and at all times herein mentioned was, in the business of providing security for hotel-  
13 casinos, in the business of managing hotel-casinos, in the business of law enforcement and  
14 protection, or an individual, group, society, organization or entity which sought out and targeted  
15 members of the MMC. Plaintiffs are informed and believe, and based thereon allege, that each such  
16 defendant participated in and/or contributed to the acts complained of herein or otherwise is liable  
17 therefor, and that Plaintiffs' damages as alleged herein were directly and proximately caused by the  
18 acts of each such Defendants.

19 **FACTS COMMON TO ALL ALLEGATIONS**

20 21. Defendants and each of them at all times herein mentioned knew and intended that  
21 from approximately April 25, 2002 through April 29, 2002, numerous persons and members of the  
22 motorcycling public would congregate in the City of Laughlin, Nevada for the annual Laughlin River  
23 Run Event and that particularly, members of The MMC would be present. Defendants knew that the  
24 Hell's Angels, a motorcycle club described by law enforcement as a "Biker Gang" would also be in  
25 attendance at this event. Defendants knew or reasonably should have known that there was a high  
26 probability that the Hell's Angels would likely do, or attempt to do serious harm to members of The  
27 MMC.

28 22. Plaintiffs are informed and believe that the DOE and CORPORATE DOE defendants,

1 knew that there was a high probability that the Hell's Angels would instigate violence or seek out  
2 members of the MMC during this event to attack.

3 23. Plaintiffs are informed and believe that HARRAH'S directly knew and had been  
4 warned by law enforcement agencies, and by the DOE and CORPORATE DOE defendants, that  
5 there was a high probability that the Hell's Angels would instigate violence or seek out to attack  
6 members of the MMC during this event. Defendant's own security department knew of this real  
7 threat to members of the MMC.

8 24. Plaintiffs were members of the MMC.

9 25. On or about April 25, 2002, Plaintiffs arrived at HARRAH'S Laughlin Casino and  
10 Hotel ("Hotel") located at 2900 South Casino Drive, Laughlin, Nevada, 89109.

11 26. As the MMC members arrived, HARRAH'S required each of them to surrender  
12 anything that could be considered a weapon, thus effectively insuring that all of the MMC were  
13 unarmed and defenseless.

14 27. On the morning of April 27, 2002, between 2:00 a.m. and 3:00 a.m., Plaintiffs were  
15 seated in the Hotel's main casino area and in an adjacent bar of the Hotel. Plaintiffs were unarmed.

16 28. Defendants were advised in advance and knew that approximately seventy (70) Hell's  
17 Angels were in route to HARRAH'S and allowed them entry onto their premises. HARRAH'S  
18 employees witnessed numerous Hell's Angels coming through the doors with guns, knives and  
19 various other weapons in hand and ready for use. HARRAH'S did nothing to prevent the entry of  
20 the Hell's Angels.

21 29. Plaintiffs saw approximately 70 Hell's Angel's enter the casino and saw the weapons  
22 they brandished. During the time the Hell's Angels entered the Hotel, Plaintiffs did not observe any  
23 Hotel security personnel, agents/employees of HARRAH'S or any person attempt to stop the Hell's  
24 Angels or ask that the weapons carried by the Hell's Angels be left outside or to completely disarm  
25 the Hell's Angels.

26 30. The Hell's Angels then attacked Plaintiffs using guns, knives, hammers, fists and  
27 other weapons. Plaintiffs sustained severe personal injuries.

28 31. Plaintiffs waited for police and paramedics to arrive and then were taken for medical

1 care.

2 32. Plaintiffs received medical care and some were hospitalized in Las Vegas.

3 **NEGLIGENCE**

4 (Against All Defendants)

5 33. Plaintiffs reallege and incorporate by this reference each and every allegation  
6 contained in paragraphs 1 through 32 hereinabove as though set forth in full herein.

7 34. Defendants, and each of them, owed Plaintiffs a duty to maintain safety at the  
8 Laughlin River Run Event and while Plaintiffs were patrons and guests at the HARRAH'S Hotel.  
9 Moreover, Defendants, and each of them, had a duty to take reasonable precautions to protect the  
10 event participants from violent acts of third parties. It was foreseeable that violence and injury  
11 would occur if Defendants, and each of them, allowed Hell's Angels into and/or onto property where  
12 it was known by each Defendant that the MMC members were staying at HARRAH'S Hotel.

13 35. Defendants, and each of them, breached their duty of care to Plaintiffs, and all event  
14 participants and the Hotel guests, by, including but not limited to, failing to protect Plaintiffs, failing  
15 to provide adequate security at the 2002 Laughlin River Run event, failing to provide adequate  
16 security at the Hotel, failing to disarm the Hell's Angels before entering the Hotel, failing to prevent  
17 the Hell's Angels' entry onto the Hotel's premises, failing to prevent the Hell's Angels' entry into  
18 the Hotel's casino area and failing to warn Plaintiffs and other members of the MMC that the Hell's  
19 Angels were coming, or planning to come to the hotel.

20 36. As a direct and proximate result of Defendants', and each of them, breach of duty  
21 owed to Plaintiffs as described above, Plaintiffs were wrongfully injured on April 27, 2002 while  
22 inside the Hotel during the 2002 Laughlin River Run Event.

23 37. As a further proximate result of Defendants', and each of them, breach of duty owed  
24 to Plaintiffs as described above, Plaintiffs sustained serious and permanent injuries to their health,  
25 strength and activity, as well as severe shock to their physical and nervous systems and were caused  
26 to suffer extreme physical and mental pain, all to their damage.

27 38. As a further proximate result of Defendants', and each of them, breach of duty owed  
28 to Plaintiffs as described above, Plaintiffs were required to and did employ physicians, surgeons and

1 other health care providers and incurred expenses therefor, and incurred additional medical expenses  
2 for hospital bills and other incidental medical expenses, all to their further damage.

3 39. Plaintiffs are informed and believe and thereon allege that as a proximate result of  
4 Defendants', and each of them, breach of duty owed to Plaintiffs as described above, Plaintiffs will  
5 be required to incur additional medical expense in the future, all to their further damage.

6 40. As a further proximate result of Defendants', and each of them, breach of duty owed  
7 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
8 and/or professions during the period of their injury and recovery beginning on April 29, 2002, and  
9 thereby lost earnings in an amount to be proven at trial. Plaintiffs are informed and believe and  
10 thereon allege that they will thereby be further prevented from attending to their usual occupation  
11 and/or profession in the future and will thereby sustain future loss of earnings all to their further  
12 damage.

13 41. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
14 damaged in a sum to be established according to proof.

15 **BATTERY**

16 (Against DOES 1-75)

17 42. Plaintiffs reallege and incorporate by this reference each and every allegation  
18 contained in paragraphs 1 through 32 hereinabove as though set forth in full herein.

19 43. Doe Defendants intended to cause and did cause a harmful contact with Plaintiffs'  
20 persons.

21 44. Plaintiffs did not consent to Defendants' acts.

22 45. As a direct and proximate result of Doe Defendants' conduct, Plaintiffs suffered  
23 serious bodily injury. Plaintiffs also suffered extreme mental anguish and physical pain. These  
24 injuries have caused Plaintiffs to suffer general damages in an amount to be determined by proof at  
25 trial.

26 46. As a further proximate result of Doe Defendants' conduct as described above,  
27 Plaintiffs were required to and did employ physicians, surgeons and other health care providers and  
28 incurred expenses therefor, and incurred additional medical expenses for hospital bills and other



1 incidental medical expenses, all to their further damage.

2 47. As a further proximate result of Defendants', and each of them, breach of duty owed  
3 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
4 and/or professions during the period of their injury and recovery beginning on April 29, 2002, and  
5 thereby lost earnings in an amount to be proven at trial. Plaintiffs are informed and believe and  
6 thereon allege that they will thereby be further prevented from attending to their usual occupation  
7 and/or profession in the future and will thereby sustain future loss of earnings all to their further  
8 damage.

9 48. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
10 damaged in a sum to be established according to proof.

11 49. Doe Defendants acts were done knowingly, willfully, and with malicious intent, and  
12 Plaintiffs are entitled to punitive damages in an amount to be determined by proof at trial.

### 13 PREMISES LIABILITY

14 (Against HARRAH'S, DOES 75 -100, CORPORATE DOES Alpha - Omega)

15 50. Plaintiffs reallege and incorporate herein by this reference each and every allegation  
16 contained in paragraphs 1 through 32 hereinabove as though set forth in full herein.

17 51. At all times mentioned in this Complaint, Defendants, and each of them, owned and  
18 operated a hotel/casino known as "Harrah's Laughlin Casino and Hotel" ("Hotel"), located at 2900  
19 South Casino Drive, City of Laughlin, Clark County, Nevada, 89109. Defendants invited the general  
20 public, including Plaintiffs, to enter the premises of the Hotel and to sleep in their guest rooms,  
21 gamble in the casino and patron the bars and restaurants located therein.

22 52. On April 27, 2002, between 2:00 a.m. and 3:00 a.m., numerous Hell's Angels entered  
23 the Hotel with guns, knives and various other weapons in hand and ready for use. Plaintiffs were  
24 seriously injured during the chaos that ensued after the Hell's Angels attacked them.

25 53. Defendants, as owners and operators of the Hotel negligently:

- 26 a. Failed to maintain the Hotel in a reasonably safe manner;
- 27 b. Allowed Hell's Angels to come onto the property of the Hotel when
- 28



1 HARRAH'S had the means and opportunity to deny them entry;

2 c. Allowed Hell's Angels to enter the casino area and/or main area of the Hotel  
3 with knowledge that they were carrying weapons;

4 d. Failed to warn the invited guests of the Hotel of the danger presented by the  
5 arrival of the Hell's Angels;

6 e. Failed to provide adequate security at the Hotel for its invited guests;

7 f. Failed to protect the Hotel's invited guests from the Hell's Angels; and

8 g. Failed to otherwise exercise due care with respect to the matters alleged  
9 herein.  
10

11 54. As a direct and proximate result of the negligence of Defendants, and each of them, as  
12 set forth above, Plaintiffs were seriously injured while in the Hotel on April 27, 2002.

13 55. As a further proximate result of Defendants', and each of them, breach of duty owed  
14 to Plaintiffs as described above, Plaintiffs sustained serious and permanent injuries to their health,  
15 strength and activity, as well as severe shock to their physical and nervous systems and were caused  
16 to suffer extreme physical and mental pain, all to their damage.  
17

18 56. As a further proximate result of Defendants', and each of them, breach of duty owed  
19 to Plaintiffs as described above, Plaintiffs were required to and did employ physicians, surgeons and  
20 other health care providers and incurred expenses therefor, and incurred additional medical expenses  
21 for hospital bills and other incidental medical expenses, all to their further damage.

22 57. Plaintiffs are informed and believe and thereon allege that as a proximate result of  
23 Defendants', and each of them, breach of duty owed to Plaintiffs as described above, Plaintiffs will  
24 be required to incur additional medical expense in the future, all to their further damage.

25 58. As a further proximate result of Defendants', and each of them, breach of duty owed  
26 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
27 and/or professions during the period of their injury and recovery beginning on April 29, 2002 and  
28 thereby lost earnings. Plaintiffs are informed and believe and thereon allege that they will thereby be

1 further prevented from attending to their usual occupations and/or professions in the future and will  
2 thereby sustain future loss of earnings all to their further damage.

3 59. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
4 damaged in a sum to be established according to proof.

5 **FRAUD**

6 (Against HARRAH'S, DOES 76-100, CORPORATE DOES Alpha - Omega)

7  
8 60. Plaintiffs reallege and incorporate herein by this reference each and every allegation  
9 contained in paragraphs 1 through 32 hereinabove as though set forth in full herein.

10 61. On or about April 25, 2002 to April 27, 2002, Defendants, and each of them, falsely  
11 and fraudulently represented to Plaintiffs and other members of The MMC that they would protect  
12 them and maintain their safety while at the 2002 Laughlin River Run Event.

13 62. The representations made by Defendants, and each of them, were in fact false. The  
14 true facts were that Defendants knew that if the Hell's Angels approached members of the MMC,  
15 including entering the Hotel where the MMC members were staying, or the property of HARRAH'S,  
16 they were not going to take any actions to protect Plaintiffs, its guests and the members of the MMC,  
17 all of whom were their guests and invitees.

18 63. When Defendants, and each of them, made these representations, they knew them to  
19 be false, and these representations were made by Defendants with the intent to defraud and deceive  
20 Plaintiffs and the members of the MMC and with the intent to induce them to act in the manner  
21 herein alleged, namely stay in the Hotel and spend their money at the Hotel's casino, gaming  
22 machines and tables, restaurants and bars, in addition to patronizing the various concerts and events  
23 connected to the River Run Event at the Hotel.

24 64. Plaintiffs, at the time these representations were made by Defendants, and each of  
25 them, and at the time they took the actions herein alleged, were ignorant of Defendants' secret  
26 intention not to perform and could not, in the exercise of reasonable diligence, have discovered  
27 Defendants' secret intention. In reliance on these representations, Plaintiffs were induced to and did  
28 patronize the Hotel's casino and restaurant/bars. Had Plaintiffs known the actual facts, they would

1 not have taken such action. Plaintiffs' reliance on defendants' representations were justified because  
2 defendants, and each of them, represented that the event was safe. Moreover, Defendants  
3 HARRAH'S represented that the Hotel was safe and appeared to work with members of the MMC in  
4 an attempt to maintain a safe and peaceful environment within the Hotel.

5 65. As a direct and proximate result of Defendants', and each of them, intentional  
6 misrepresentations, Plaintiffs were wrongfully injured on April 27, 2002 while inside the Hotel  
7 during the 2002 Laughlin River Run Event.

8 66. As a further proximate result of Defendants', and each of them, actions as described  
9 above, Plaintiffs sustained serious and permanent injuries to their health, strength and activity, as  
10 well as severe shock to their physical and nervous systems and were caused to suffer extreme  
11 physical and mental pain, all to their damage.

12 67. As a further proximate result of Defendants', and each of them, actions as described  
13 above, Plaintiffs were required to and did employ physicians, surgeons and other health care  
14 providers and incurred expenses therefor, and incurred additional medical expenses for hospital bills  
15 and other incidental medical expenses, all to their further damage.

16 68. Plaintiffs are informed and believe and thereon allege that as a proximate result of  
17 Defendants', and each of them, actions as described above, Plaintiffs will be required to incur  
18 additional medical expense in the future, all to their further damage.

19 69. As a further proximate result of Defendants', and each of them, breach of duty owed  
20 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
21 and/or professions during the period of their injury and recovery beginning on April 29, 2002 and  
22 thereby lost earnings. Plaintiffs are informed and believe and thereon allege that they will thereby be  
23 further prevented from attending to their usual occupations and/or professions in the future and will  
24 thereby sustain future loss of earnings all to their further damage.

25 70. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
26 damaged in a sum to be established according to proof.

27 71. Further, Defendants, and each of them, did the things herein alleged fraudulently,  
28

1 maliciously and to oppress Plaintiffs. Plaintiffs are therefore entitled to punitive damages in an  
2 amount to be determined later.

3 **NEGLIGENT MISREPRESENTATION**

4 (Against, HARRAH'S, DOES 76-100, CORPORATE DOES Alpha - Omega)

5  
6 72. Plaintiffs reallege and incorporate herein by this reference each and every allegation  
7 contained in paragraphs 1 through 32 hereinabove as though set forth in full herein.

8 73. On or about April 25, 2002 to April 27, 2002, Defendants, and each of them, falsely  
9 and negligently represented to Plaintiffs and other members of the MMC that they would protect  
10 them and maintain their safety while at the Hotel.

11 74. The representations made by Defendants, and each of them, were in fact false. The  
12 true facts were that Defendants knew that if the Hell's Angels approached members of the MMC,  
13 including entering the Hotel or the property of HARRAH'S, they were not going to take any actions  
14 to protect Plaintiffs, its guests and the members of the MMC, all of whom were their guests and  
15 invitees.

16 75. When Defendants, and each of them, made these representations, they should have  
17 known them to be false, and these representations were made by Defendants negligently as  
18 Defendants made these statements to keep Plaintiffs and other members of the MMC in their facility  
19 to spend more money while gambling and enjoying the amenities.

20 76. Plaintiffs, at the time these representations were made by Defendants, and each of  
21 them, and at the time they took the actions herein alleged, were ignorant of Defendants' negligence  
22 and could not, in the exercise of reasonable diligence, have discovered Defendants' negligence or  
23 misrepresentations. In reliance on these representations, Plaintiffs were induced to and did patronize  
24 the Hotel's casino and restaurant/bars. Had Plaintiffs known the actual facts, they would not have  
25 taken such action. Plaintiffs' reliance on defendants' representations were justified because  
26 defendants, and each of them, represented that the premises were safe. Moreover, Defendants  
27 HARRAH'S represented that the Hotel was safe and appeared to work with members of the MMC in  
28 an attempt to maintain a safe and peaceful environment within the Hotel.

1           77. As a direct and proximate result of the actions of Defendants, and each of them, as set  
2 forth above, Plaintiffs were seriously injured while in the HARRAH'S Casino and Hotel on April 27,  
3 2002 during the 2002 Laughlin River Run Event.

4           78. As a further proximate result of Defendants', and each of them, actions as described  
5 above, Plaintiffs sustained serious and permanent injuries to their health, strength and activity, as  
6 well as severe shock to their physical and nervous systems and were caused to suffer extreme  
7 physical and mental pain, all to their damage.

8           79. As a further proximate result of Defendants', and each of them, actions as described  
9 above, Plaintiffs were required to and did employ physicians, surgeons and other health care  
10 providers and incurred expenses therefor, and incurred additional medical expenses for hospital bills  
11 and other incidental medical expenses, all to their further damage.

12           80. Plaintiffs are informed and believe and thereon allege that as a proximate result of  
13 Defendants', and each of them, actions as described above, Plaintiffs will be required to incur  
14 additional medical expense in the future, all to their further damage.

15           81. As a further proximate result of Defendants', and each of them, breach of duty owed  
16 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
17 and/or professions during the period of their injury and recovery beginning on April 29, 2002 and  
18 thereby lost earnings. Plaintiffs are informed and believe and thereon allege that they will thereby be  
19 further prevented from attending to their usual occupations and/or professions in the future and will  
20 thereby sustain future loss of earnings all to their further damage.

21           82. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
22 damaged in a sum to be established according to proof.  
23  
24  
25  
26  
27

28           **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

(Against ALL DEFENDANTS)

83. The allegations of paragraphs 1 through 82 are realleged and incorporated herein by reference.

84. The acts described above have been intentional and malicious, and done for the purpose of causing Plaintiffs to suffer anguish, despair and emotional distress. All of the same Defendants' actions were authorized or ratified by said Defendants with knowledge that Plaintiffs' emotional distress would increase and done with wanton and reckless disregard for the consequences to Plaintiffs and were uncivilized.

85. As a direct and proximate result of Defendants', and each of them, intentional misrepresentations, Plaintiffs were wrongfully injured on April 27, 2002 while inside the Hotel during the 2002 Laughlin River Run Event.

86. As a further proximate result of Defendants', and each of them, actions as described above, Plaintiffs sustained serious and permanent injuries to their health, strength and activity, as well as severe shock to their physical and nervous systems and were caused to suffer extreme physical and mental pain, all to their damage.

87. As a further proximate result of Defendants', and each of them, actions as described above, Plaintiffs were required to and did employ physicians, surgeons and other health care providers and incurred expenses therefor, and incurred additional medical expenses for hospital bills and other incidental medical expenses, all to their further damage.

88. Plaintiffs are informed and believe and thereon allege that as a proximate result of Defendants', and each of them, actions as described above, Plaintiffs will be required to incur additional medical expense in the future, all to their further damage.

89. As a further proximate result of Defendants', and each of them, breach of duty owed to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations and/or professions during the period of their injury and recovery beginning on April 29, 2002 and thereby lost earnings all to their further damage. Plaintiffs are informed and believe and thereon allege that they will thereby be further prevented from attending to their usual occupations and/or

1 professions in the future and will thereby sustain future loss of earnings all to their further damage.

2 90. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
3 damaged in a sum to be established according to proof.

4 91. Further, Defendants, and each of them, did the things herein alleged fraudulently,  
5 maliciously and to oppress Plaintiffs. Plaintiffs are therefore entitled to punitive damages in an  
6 amount to be determined later.

7  
8 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

9 (Against ALL DEFENDANTS)

10 92. The allegations of paragraphs 1 through 91 are realleged and incorporated herein by  
11 reference.

12 93. The Defendants' conduct was of a nature that Defendants reasonably should have  
13 known that it was likely to, and did, cause Plaintiffs extreme emotional distress.

14 94. Defendants, and each of them, owed Plaintiffs a duty to maintain safety while  
15 Plaintiffs were patrons and guests at the HARRAH'S Hotel. Moreover, Defendants, and each of  
16 them, had a duty to take reasonable precautions to protect the event participants from violent acts of  
17 third parties. It was foreseeable that violence and injury would occur if Defendants, and each of  
18 them, allowed Hell's Angels into and/or onto property where it was known by each Defendant that  
19 the MMC members were staying at HARRAH'S Hotel.

20 95. Defendants, and each of them, breached their duty of care to Plaintiffs, and all event  
21 participants and the Hotel guests, by, including but not limited to, failing to protect Plaintiffs, failing  
22 to provide adequate security at the 2002 Laughlin River Run Event, failing to provide adequate  
23 security at the Hotel, failing to disarm the Hell's Angels before entering the Hotel, failing to prevent  
24 the Hell's Angels' entry onto the Hotel's premises, failing to prevent the Hell's Angels' entry into  
25 the Hotel's casino area and failing to warn Plaintiffs and other members of the MMC that the Hell's  
26 Angels were coming.

27  
28 96. As a direct and proximate result of Defendants', and each of them, intentional



1 misrepresentations, Plaintiffs were wrongfully injured on April 27, 2002 while inside the Hotel  
2 during the 2002 Laughlin River Run Event.

3 97. As a further proximate result of Defendants', and each of them, actions as described  
4 above, Plaintiffs sustained serious and permanent injuries to their health, strength and activity, as  
5 well as severe shock to their physical and nervous systems and were caused to suffer extreme  
6 physical and mental pain, all to their damage.

7 98. As a further proximate result of Defendants', and each of them, actions as described  
8 above, Plaintiffs were required to and did employ physicians, surgeons and other health care  
9 providers and incurred expenses therefor, and incurred additional medical expenses for hospital bills  
10 and other incidental medical expenses, all to their further damage.

11 99. Plaintiffs are informed and believe and thereon allege that as a proximate result of  
12 Defendants', and each of them, actions as described above, Plaintiffs will be required to incur  
13 additional medical expense in the future, all to their further damage.

14 100. As a further proximate result of Defendants', and each of them, breach of duty owed  
15 to Plaintiffs as described above, Plaintiffs were prevented from attending to their usual occupations  
16 and/or professions during the period of their injury and recovery beginning on April 29, 2002 and  
17 thereby lost earnings. Plaintiffs are informed and believe and thereon allege that they will thereby be  
18 further prevented from attending to their usual occupations and/or professions in the future and will  
19 thereby sustain future loss of earnings all to their further damage.  
20

21 101. As the direct and proximate result of the foregoing, Plaintiffs have been generally  
22 damaged in a sum to be established according to proof.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs requests relief as follows:

- 25
- 26 a. For compensatory economic damages according to proof;
- 27 b. For compensatory non-economic damages according to proof;
- 28 c. For interest on the amount of losses incurred in special damages at the

1 prevailing legal rate;

2 d. For punitive damages according to proof;

3 e. For costs incurred by Plaintiffs, in bringing their suit; and

4 f. For such other and further relief as the Court may deem proper.

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7 Dated: September 18, 2003

MARQUIS & AURBACH,

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12 JACK C. JUAN

13 Attorney for Plaintiffs  
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